

## OPERATIONAL RULES FOR BODY CORPORATE 326889

ADOPTED AT THE ANNUAL GENERAL MEETING HELD ON 26 OCTOBER 2021

### PROVIDENCE ON EDEN

The following rules are hereby adopted as the Body Corporate operational rules.

- 1 Interpretation of terms, and rules are binding on Owners, Occupiers, Employees, Agents, Invitees, Licensees and Tenants.
  - (a) These rules are binding on all Owners and occupiers of Units in the Unit Title Development and any registered mortgagee in possession as well as their Employees, Agents, Invitees, Licensees and Tenants.
  - (b) Terms defined in the Unit Titles Act 2010 (“Act”) have the same meaning in these Rules as they have in the Act, unless the context otherwise requires.
  - (c) “Body Corporate” means Body Corporate 326889 (Providence on Eden).
  - (d) Building Manager means any person or entity engaged by the Body Corporate to manage the complex or any part thereof, including enforcement of these rules
  - (e) “Owner” or “Owners” has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of Units in the Unit Title Development, mortgagees in possession and the Employees, Agents, Invitees, Licensees and Tenants of all Owners and occupiers of Units in the Unit Title Development and mortgagees in possession, unless the context otherwise requires.
  - (f) “Unit Owner” is the registered proprietor(s) of any principal Unit.
  - (g) “Unit” has the same meaning as in the Act and includes Principal Units and Accessory Units.
  - (h) “Unit Title Development” means the Unit Title Development comprising all of the common property, principal Units, and accessory Units on DP 326889 (North Auckland Registry).

#### 2 **Interference and obstruction of common property**

An Owner of a Unit must not:

- (a) Obstruct or interfere with reasonable use or enjoyment of the common property by Owners or obstruct any lawful use of the common property by other Owners.
- (b) Use entranceways, stairs and paths for any purpose other than ingress or egress to and from a unit.

- (c) Deposit or throw anything on the drive, paths, gardens, trees or common access way or damage any part of the same. This includes rubbish such as cigarette butts.
- (d) Store or leave anything on the common property except in any area or areas that may from time to time be designated for that purpose by the Body Corporate or the Building Manager.

### 3 **Damage to common property**

An Owner or occupier of a Unit must not damage or deface the common property, or any building element as defined in the Act. If the common property or any building element is damaged or defaced by an Owner or occupier, the Body Corporate shall recover the cost of repairing such damage by on-charging the Unit Owner of the Unit.

### 4 **Use of facilities, assets and improvements within Units and the common property**

An Owner must not:

- (a) Use any facilities contained within the common property, or any assets and improvements that form part of the common property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements as may be set by the Body Corporate from time to time.
- (b) Any part of the common property that is used as an entrance or accessway to the Unit Title Development and any easement area giving access to the Unit Title Development shall not be used by any Owner for any other purpose than for entering or leaving the Unit Title Development.
- (c) Make any alteration to any gardens, trees, paved and sealed areas within the common property without first obtaining written consent of the Body Corporate.
- (d) Drive, operate, use or permit to be driven operated or used on the common property, any vehicle or machinery of a weight or nature that is likely to cause damage to the common property. The Unit Owner will be responsible for any damage caused or contributed to by such use, by any Lessee, Occupier, Employee, Agent, Sub Tenant, Contractor, Guest, Invitee or Customer and any damage will be repaired at the Unit Owner's expense.
- (e) Allow any bonfire, brazier, or incinerator to be ignited on the common property, unless in accordance with any prior written approval given by the Body Corporate. The use of a BBQs within a Unit is permitted as long as it is not generating a nuisance to adjacent Owners whether through smoke drift or unpleasant or offensive cooking smells.
- (f) Dispose of trade waste and/or commercial rubbish (including recycling material, refuse or waste, dirt or other material) on the common property, or utilising the Body Corporate rubbish collection system. An Owner must ensure that disposal of such trade and/or commercial rubbish must be

removed at the Owner's expense and not be left in the unit rubbish collection area or any part of the common area.

- (g) Behave or permit behaviour or language, which would interfere with the peaceful enjoyment of the Owner or Occupier of another unit or any person lawfully using common property and in particular whilst entering or leaving a unit.
- (h) Hold any auction or garage sale within the Unit Title Development, without the prior written permission from the Body Corporate Committee via the Building Manager.
- (i) Conduct or hold an open home for sale of a unit, which invites members of the public to view the premises and/or unit without first notifying the Building Manager.
- (j) Exceed any posted signage regarding vehicle use within the complex and comply at all times with the posted speed limit of 10km per hour.

## 5 **Vehicle parking**

- (a) An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.
- (b) An Owner of an accessory unit that is designated for use as a vehicle park must:
  - (i) Only use the vehicle park for the purpose of parking vehicles;
  - (ii) Ensure the vehicle park is kept tidy and free of litter;
  - (iii) Must not use the vehicle park or permit it to be used for storage;
  - (iv) Ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park, and at no time shall an unregistered or un-roadworthy vehicle be left within this area;
  - (v) Not use the area for maintenance or repair work, other than minor work as determined by the Body Corporate in its sole discretion, on any vehicle;
  - (vi) Bicycles and/or motorbikes are to be garaged within the boundaries of the vehicle park and not parked in common areas, unit balconies or chained to fencing or structures within common areas.
- (c) Visitor Parking Area – Time limit for visitor parking is up to 5 hours. The visitor parking area is strictly for visitors and Owner guests only. Owners are not permitted to park their vehicle or a second vehicle in the designated Visitor Parking Area.
- (d) Parking is strictly prohibited on areas marked with yellow lines and common area driveways.

- (e) The Body Corporate may remove a vehicle from the Unit Title Development that the Body Corporate considers is parked in such a manner that is in breach of this Rule 5, at the expense of the Owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

## 6 **Rubbish areas**

- (a) Any part of common property designated by the Body Corporate as an area for the rubbish must only be used:
  - (i) By Owners of units or their authorised agent;
  - (ii) For the purpose for which it was designed and constructed.

## 7 **Aerials, satellite dishes and antennae**

An Owner of a Unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a Unit or on or to common property without the prior written consent of the Body Corporate. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

## 8 **Signs and notices**

An Owner of a Unit must not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind on or to the common property or on or to any external part of a Unit which may be visible from outside of a Unit. Temporary signs or notices for festive purposes are permitted.

## 9 **Contractors**

- (a) An Owner shall not, except in the case of an emergency:
  - (i) Directly instruct any contractor or worker employed by the Body Corporate unless specifically authorised by the Committee or Building Manager to do so.
  - (ii) An Owner of a unit may make minor, small or low maintenance repairs including painting and papering to the interior of a unit so long as no damage or harm is done to the Owner's Unit or to other Owner Units.
  - (iii) All contractors shall report or notify the Building Manager of the times they intend to be on site and provide a summary of the nature of the works they intend to carry out.

## 10 **Rubbish and pest control**

An Owner of a Unit must:

- (a) Not leave rubbish or recycling material on the common property except in areas designed for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in

such a way that interferes with the enjoyment or use of the common property by other Owners.

- (b) Dispose of household rubbish promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners.
- (c) Ensure that items placed in the recycling bins are completely drained, cleaned and deposited in an unbroken and safe condition. Any recycling items that are broken must be wrapped in small parcels to prevent sharp edges causing potential injury.
- (d) Place cardboard inside the designated recycling bins. Items such as large boxes must be firmly compacted and flattened.
- (e) Not burn any rubbish anywhere on the common property or in any unit.
- (f) Not dump rubbish of any sort out the front of the complex on the gardens, paths and roadway. This applies to goods being collected by the Salvation Army and other agencies. All unwanted possessions such as furniture, whiteware, computers, TVs, etc. must be disposed of by the Owner at the Owner's expense.
- (g) Not leave junk mail or other rubbish to accumulate in their letterbox.
- (h) Keep the unit free of any vermin, pests, rodents and insects.

#### 11 **Cleaning and garden maintenance**

- (a) An Owner of a Unit must ensure the Unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and are regularly maintained.
- (b) It is the responsibility of the Owner to ensure any vegetation is kept clear of the exterior of their Unit, unless this vegetation is being grown on common property which is the responsibility of the Body Corporate.
- (c) An Owner must not:
  - (i) Alter any paved or sealed areas forming part of the Unit without the prior written consent of the Body Corporate.
  - (ii) Plant any variety of trees, shrubs or plants, which would or would be likely to adversely affect the light or view of any other Unit.
  - (iii) Plant any variety of trees, shrubs or plants that are classified as noxious. Removal of such noxious planting will be at the Owner's expense. List of pest plants can be found on the Auckland Council website: <https://www.tiakitamakimakaurau.nz/protect-and-restore-our-environment/pests-in-auckland/pest-search/>.

**12 Cleaning and replacing glass**

An Owner of a Unit must keep clean all glass contained in windows, doors and balcony balustrades of a Unit, and replace at the Owner's cost any cracked or broken glass as soon as possible with glass of the same or better weight and quality. Where the windows, doors and ranch-sliders of a unit are contained solely within that Unit, it is the responsibility of that Unit Owner to maintain the windows, hinges and internal window latches of their Unit in a state of good repair and to ensure that the windows and joinery and the window frames of the Owner's Unit remain watertight and weatherproof at all times.

**13 Use of water services**

- (a) All things required for the provision of water supply, drainage, wastewater and sewage services to Units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, waste-master and dishwashers, must only be used for the purpose for which they were designed and constructed, and no sweepings, rubbish, fats or unsuitable substances shall be deposited in them. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.
- (b) An Owner of a Unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

**14 Washing and laundry**

An Owner shall not:

- (a) Without the prior written consent of the Body Corporate, erect or fix any washing lines, poles or other such drying for a similar purpose (either temporary or permanent) ("drying apparatus") outside a Unit or outside any building contained in a Unit, or on or to the exterior of a Unit or on or to the exterior of any building contained in a Unit that is higher than the fence line.
- (b) Hang any clothes, washing, bedding, towels or other items outside the front of a Unit or outside any building contained in a Unit which includes hanging over balconies. Drying washing externally must be hung on any drying apparatus for which the Body Corporate consent has been obtained in accordance with Rule 14(a). Such drying apparatus must not be visible from the common property.

**15 Security and ventilation equipment**

- (a) An Owner of a Unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air-conditioning or ventilation equipment in the unit.
- (b) An Owner cannot install or permit to be installed, any external ventilation or heating equipment on any Unit or on common property without the prior written consent of the Body Corporate.

- (c) An Owner shall not tamper with the common security or safety systems or adjust any security codes without the permission of the Body Corporate.
- (d) An Owner shall not tamper with any utility services or equipment relating to the common property or another Unit including water, power, gas or any other related supply.
- (e) An Owner shall observe and perform all rules and regulations relating to the security of the Unit Title Development as the Body Corporate shall from time to time prescribe.

## 16 **Noise, smoking, behaviour and conduct**

An Owner shall not:

- (a) Make or permit any noise or carry out or permit any conduct or behaviour in any Unit or on the common property which is likely to interfere with the use and enjoyment of the Unit Title Development by other Owners.
- (b) Smoke within any common areas of the complex.
- (c) Smoke within external Unit courtyards and on Unit balconies where smoke-drift may cause distress to any other occupant within the complex. The term "smoke" means igniting, exhaling, breathing, carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or any other device containing tobacco, marijuana or other legal or illegal substance that burns and/or emits smoke. This also applies to the use to strong odour electronic cigarettes (e-cigarettes) and vapes.
- (d) Interfere or obstruct the Building Manager from performing the Building Manager's duties or interfere or obstruct the Building Manager from using any part of the common property designated by the Body Corporate for use by the Building Manager.
- (e) Use musical instruments, radios, stereo equipment (e.g. music or subwoofer sound system or similar equipment), television, washing machines, clothes dryers, waste-master, internal combustion engine or any other machines at any time of the day or night in such a manner as to disturb, irritate or annoy any occupant in any Unit and shall immediately cease to operate the same between hours of 10.00pm – 7.00am if requested to do so by the Owner or occupier of any Unit or the Body Corporate.
- (f) Create excessive noise as assessed by the Body Corporate or its Building Manager.

## 17 **Pets**

- (a) An Owner of a Unit and/or visitors must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet (except fish, turtles or small birds) in any Unit or on the common property. In seeking consent an Owner must supply to the Building Manager the name, breed, age, gender (including whether de-sexed or not) and a current photo of the pet together with details of whether the pet has been micro-chipped.

- (b) Where consent for a dog is requested, then the Body Corporate may refer the request for review and approval by the "Dog Lady" or such other party as the Body Corporate may elect. Such approval shall if granted be on such terms and conditions as the Body Corporate deems acceptable, including the right to have any approved dog removed within 7 days where it is deemed by the Body Corporate to be causing a nuisance to other occupants within the Body Corporate. The costs of the "Dog Lady" or any alternative independent party in place of the "Dog Lady" together with the Body Corporate costs for considering a consent request shall be met by the unit owner seeking consent.
- (b) Notwithstanding Rule 17 (a), any Owner or Visitor of a Unit who relies on a guide, hearing or assistance dog may bring or keep such dog in a unit and may bring such a dog onto the common property. The Owner of such a dog must ensure the dog is kept on a lead on common property at all times.
- (c) The Owner of any dog permitted under Rule 17 (a) and (b) must ensure that any part of a Unit or the common property that is soiled or damaged by the dog must promptly be cleaned or repaired at the cost of the Owner.
- (d) The Owner must ensure any dog permitted under Rule 17 (a) and (b) does not bark in such a way as to cause noise and impede quiet enjoyment to neighbouring units.
- (e) Any dog crossing or within the common property must at all times be constrained upon a lead and under the direct control of its handler.
- (f) Any consent granted under 17 (a) and (b) may be withdrawn at any time if the Body Corporate, in its sole view, assesses the pet to be generating a nuisance unreasonably impacting upon the quiet enjoyment of other occupants.

## 18 **Security**

An Owner must keep the Unit locked, and all doors and windows securely fastened at all times when the Unit is not occupied and do all things reasonably necessary to protect the unit from fire, theft or damage. If the Unit is unoccupied, the Body Corporate, Secretary or Building Manager may enter to fasten any areas that are not secure.

## 19 **CCTV**

- (a) The Body Corporate has installed closed circuit television ("CCTV") cameras on the common property for the purpose of carrying out surveillance of the common property.
- (b) The images recorded may be kept for use by the Body Corporate for any lawful purpose including for the purpose of identifying breaches of the Act and the Body Corporate Operational Rules and the person responsible for such breaches.

## 20 **Drug Testing**

- (a) The Body Corporate may engage a suitable professional to conduct an inspection of the common property for the presence of illegal drugs, drug use

or drug manufacturing, which may include (but is not limited to) the use of drug detector dogs.

- (b) Where such an inspection indicates the presence, use or manufacture of illegal drugs may be occurring or has occurred in a Unit, the Body Corporate may engage a suitable professional to conduct an inspection of that Unit (with reasonable notice) or direct the Owner of the Unit to conduct such an inspection of their Unit to a standard that is satisfactory to the Body Corporate and at that Owner's cost.
- (c) Any costs incurred by the Body Corporate in testing the unit, remediating any damage caused to the common property, the Unit, any other Unit or other property, or any other costs relating to the presence, use or manufacture of illegal drugs in a Unit or the common property, are recoverable from the Owner of the Unit at fault as a debt to the Body Corporate and are subject to the cost recovery provisions.

**21 No display of gang patches, colours, insignia or paraphernalia**

No Owner or occupier of a Unit, or any other person, shall wear, display or exhibit in any fashion any gang patches, gang colours, gang insignia or gang paraphernalia on the common property or visible from the common property, or permit any invitee or other person to do so. For the purposes of this rule, the Body Corporate may decide at its sole discretion whether an item being worn, displayed or exhibited is a gang patch, gang colour, gang insignia or gang paraphernalia in breach of this rule.

**22 Moving and installing heavy objects**

- (a) An Owner must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any Unit, or erect, fix, place or install in any Unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any Unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.
- (b) Any damage caused to common areas as a result of moving shall be repaired at the expense of the Owner of the Unit where the move occurred.

**23 Hazards, insurance and fire safety**

An Owner must not bring onto, use, store, or do, in a Unit or any part of the common property anything that:

- (a) Increases the premium on or is in breach of any Body Corporate insurance policy for the Unit Title Development.
- (b) Is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any territorial Authority.
- (c) Creates a hazard of any kind.

**24 Notice of damage, defects, accidents or injury**

Upon becoming aware of any damage or defect in any part of the Unit Title Development including its services, or of an accident or injury to any person in the Unit Title Development, an Owner must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Unit Owner that caused or permitted the damage or defect.

**25 Leasing a Unit**

- (a) For the purpose of ensuring adequate and proper control and management of Units and of common property at all times every Owner who wishes to lease their Unit is encouraged to appoint a registered real estate management agent ("management agent") to find suitable tenants.
- (b) The Owner must ensure that they or their management agent:
  - (i) Provides the proposed tenant with a copy of the Rules of the Body Corporate and any amendments to the Rules.
  - (ii) Provides the Body Corporate via the Building Manager with written notice of the full name, email and mobile number for all tenants or occupants of the Unit.
  - (iii) Informs any tenant or occupier of the Unit that the mode of service under the Act is by email and provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the Unit and the email address for service for the Owner. If the tenant or occupier of the Unit does not have an email address, then the alternative mode of service will be by postal address.
  - (iv) Promptly notifies the Body Corporate via the Building Manager in writing of any changes to the details in rules 25(b)(ii) and (iii).
- (c) An Owner must:
  - (i) Provide the Body Corporate via the Building Manager with the name of their management agent and contact details.
  - (ii) Promptly notify the Body Corporate via the Building Manager in writing of any changes to the details in rule 25(c)(i).
- (d) No Unit may be leased by any Owner for less than three (3) months, unless with the prior written consent of the Body Corporate Committee.
- (e) No Unit may be leased by any Owner for the purposes of short-term visitor accommodation including Airbnb, Book-a-Bach or other similar arrangements not permitted under these Rules or the current resource consent for the complex.
- (f) No Unit or part of a Unit may be sublet.

**26 Occupancy of a Unit**

- (a) An Owner shall not use or permit the Unit to be used for any purpose other than residential accommodation in accordance with the requirements of the District Plan and not permit the Unit to be overcrowded on a regular basis as provided for in paragraph 26 (a) (ii).
  - (i) “on a regular basis” is defined as a continuous period exceeding two weeks or occupation on at least two nights in every seven-day period on more than two weeks in any calendar month.
  - (ii) For the purpose of this Rule, the maximum number of occupants per Unit shall be two persons over 10 years of age, for every bedroom:
  - (iii) Units with Study Rooms must not be used or counted as a bedroom.
- (b) An Owner shall not use or permit the Unit or the complex to be used for any purpose which is illegal, or which may be injurious to the reputation. For the avoidance of doubt, this rule prohibits the use of a Unit:
  - (i) As a brothel or the provision of commercial sexual services, escort agency or the operation of the business of prostitution within the meaning of those terms as contained in the Prostitution Reform Act 2003;
  - (ii) Gambling or gaming for profit;
  - (iii) The manufacture and/or supply of drugs.
  - (iv) Fee-paying childcare/crèche service.

**27 Interior of Unit**

An Owner shall:

- (a) Be responsible for the interior maintenance and decoration of their Unit and keep it in sufficiently good order, repair and condition to ensure that no damage, harm, or diminution in value occurs to any other Unit.
- (b) Not erect external blinds or awnings, nor hang internal curtains or blinds that are visible from outside of the Unit unless the colour and design of those curtains or blinds is approved by the Body Corporate; that being of a backing material colour visible from outside the Unit of cream, white or off-white, or wooden blinds of the same colour. In giving such approval, the Body Corporate shall ensure as far as practicable that curtain backing used in all Units presents a uniform and orderly appearance when viewed from outside the buildings. The Owner shall as often as the need arises (in the opinion of the Body Corporate) replace at the Owner’s own cost any curtains of the same approved backing material colour or wooden blinds in that unit that are in disrepair.

- (c) Not hang or display in such a way as to visible from the common property any articles, including burglar alarms and air-conditioning units that do not have specific permission and which in the opinion of the Body Corporate detract from the quality and tidy appearance of Unit Title Development.
- (d) Not cover or coat any window or door in any Unit with aluminium foil or any other reflective or tinting material.
- (e) Not throw or allow, permit or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substances or liquids whatsoever out of windows, or doors, down the staircase, from balconies, the roof or in passageways of the common area. Any damage or cost for cleaning or repairs caused by a breach of this rule shall be borne by Owner or Occupier of the Unit concerned.
- (f) Not allow any rubbish or litter to accumulate in the Unit.
- (g) Not permit air-conditioning units, heat pumps, extractors or other appliances or machinery to be erected or attached to the windows or exterior of the building without the prior written consent of the Body Corporate. Any unauthorised building penetrations or installations of this type must be removed at the cost of the Owner of the respective Unit.

## 28 **Accessory Unit**

An Owner must not use or permit an accessory unit to be used for any purpose other than the purpose for which the accessory unit was originally constructed and designed for.

## 29 **Exterior of the Building**

An Owner must:

- (a) Maintain the exterior of the Unit (if required by the Body Corporate) and keep it in sufficiently good order, repair and condition to ensure that no damage, harm, or diminution in value occurs to the common property of any other Unit.
- (b) Make no alteration or structural alterations to the Unit or in any way alter the elevation or external appearance of the Unit without the written consent of the Body Corporate.
- (c) Make no alteration to the colour scheme or appearance of the exterior of the Unit, which includes doorknobs, door locks, and the colour scheme of the front door without first obtaining the written consent of the Body Corporate.
- (d) Not paint or refurbish the exterior of the Unit, except in conformity with the general scheme of painting for the units approved by the Body Corporate.
- (e) Not erect external blinds or awnings on the Unit.
- (f) Maintain any deck, balcony or courtyard forming part of the Unit in a neat and tidy condition and not place any item other than outdoor furniture and plants on the deck or balcony with the written prior approval of the Body

Corporate, or the Building Manager. Outdoor furniture of a table and chairs are to be in sound condition.

- (g) Replace any windows, shutters, awnings or doors which are broken, cracked or damaged with new glass or materials of the same pattern and quality.

The Body Corporate must:

- (h) Maintain, and where necessary replace, the building envelope including the roof, walls and balconies in accordance with its obligations under s 138 of the Unit Titles Act (2010) provided that any costs associated with the replacement of glazing and associated joinery, will be an Owner cost in accordance with rule 12 hereof.
- (i) Look to recover any costs from a Unit arising from work rendered necessary as a result of actions consistent with s 127 of the Act (Recovery of money where person at fault).
- (j) Look to recover any costs from the Block in which the Unit is located consistent with s 126 of the Act.

### 30 **Building Manager**

The Body Corporate may at its discretion engage the services of a Building Manager. The Building Manager will be responsible for the day-to-day control and maintenance of the buildings and surrounds, including where requested enforcement of these Rules.

### 31 **Relation to Management**

- (a) All requests for consideration of matters related to the Unit Title Development must be referred to the Committee or the Body Corporate and shall be directed to the Building Manager or a staff member of that Building Manager or Secretary/Manager and not the Chairperson or any members of the Committee.
- (b) Owners shall not directly instruct any contractors or workers employed by the Body Corporate unless authorised to do so.

### 32 **Rules**

- (a) An Owner shall observe, comply and procure the observance and compliance of its Visitors, Agents, Servants and Tenants with the Rules of the Body Corporate relating to the control, management, security, safety, care, operation, cleanliness and use of the units and common property and for the preservation of good or, safety, comfort and enjoyment of the Occupants and Visitors as may from time to time be in force.
- (b) An Owner must comply with all Acts, (including the noise control provisions of the Resource Management Act 1991) bylaws, and regulations for the time being in force in the area in which its unit is situated, as they relate to the use, occupation or enjoyment of the Unit, accessory unit or common property.

### 33 **Body Corporate Committee Meetings**

#### 33.1 **Chairperson**

- (a) At the first Committee meeting each year the Committee shall appoint the Chairperson of the Committee from one of their number from year to year.
- (b) The Committee may also elect one of their number to act as Deputy Chairperson in the absence of the Chairperson. In the absence of the Chairperson, the Deputy Chairperson can exercise the powers and perform the duties of the Chairperson.

#### 33.2 **Meetings**

- (a) Meetings of the Committee shall be convened, adjourned and otherwise regulated in such manner as the Committee from time to time think fit.

#### 33.3 **Notice of Meetings**

- (a) The Chairperson or any three Committee members may request the Chairperson to convene a meeting of the Committee.
- (b) Except in the event of urgency not less than seven days' notice of a meeting of the Committee must be sent to every Committee member, and the notice must include the date, time and place of the meetings and the matters to be discussed. The notice period may be truncated if any matter is considered urgent requiring deliberation
- (c) An irregularity in the notice of meeting is waived if all the Committee members entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or agree to the waiver.

#### 33.4 **Methods of Holding Meetings**

A meeting of the Committee may be held either:

- (a) By the number of the Committee members who constitute a quorum being assembled together at the place, date and time appointed for the meeting; or
- (b) By means of an audio, or audio and visual communication by which all the Committee members participating and constituting a quorum can simultaneously hear each other throughout the meeting.

#### 33.5 **Quorum**

No business may be transacted at a meeting of the Committee unless a quorum is present, but resolutions promoted may be circulated for approval by the Committee or otherwise passed and ratified at the next Committee meeting.

#### 33.6 **Conflict of Interest**

Any Committee member who is in any way, whether directly or indirectly, interested in any matter prior to any discussion or vote occurring must declare the nature of his or her interest at the meeting of the Committee.

### 33.7 **Voting**

- (a) The Chairperson shall endeavour to make all decisions by consensus, but where after ample time for consideration no consensus can be reached, the Committee shall exercise their powers by majority vote.
- (b) A Committee member present at a meeting of the Committee is presumed to have agreed to and voted in favour of a resolution of the Committee unless he or she expressly dissents from or votes against the resolution at the meeting and may request their abstention or vote for or against a resolution be recorded.

### 33.8 **Minutes**

The Committee must ensure that minutes are kept of all proceedings at their meetings.

### 33.9 **Resolutions without a physical meeting**

- (a) A resolution in writing assented to by a majority of the Committee then entitled to receive notice of a meeting of the Committee, is valid and effective as if it had been passed at a meeting of the Committee duly convened and held.
- (b) Any such resolution may consist of several documents (including emails or other means of digital communication) in like form each signed in person or electronically or assented to by one or more members of the Committee.
- (c) A video conference meeting is a meeting held using video conferencing technology that allows multiple people to meet in real-time by transmitting audio, video, text and presentations through the internet.
- (d) A video conference meeting between members of the Committee who constitute a quorum shall be deemed to constitute a meeting of the Committee. All the provisions in this Schedule relating to meetings shall apply to such meetings so long as the following conditions are met:
  - (i) All of the Committee members for the time being entitled to receive notice of a meeting shall be entitled to a notice of a video conference meeting and to be linked for the purposes of such a meeting;
  - (ii) Throughout the video conference meeting each participant must be able to hear each of the other participants taking part;
  - (iii) At the beginning of the video conference meeting, each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
  - (iv) A participant may not purposefully leave the video conference meeting by disconnecting his or her connection to the meeting without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the video conference meeting unless he or she leaves the meeting with the Chairperson's express consent;

- (v) A minute of the proceedings at the video conference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of that meeting.

#### 33.10 **Other Proceedings**

Except as provided in these rules, the Committee may regulate their own procedure.

#### 34 **General Meetings**

Attendance at a General Meeting by video conference means is permitted subject to the attendee at such meeting complying with such protocols as the Body Corporate may prior to the meeting be required to be met in terms of; pre-registration, identity verification, and voting processes, provided that the validity of any meaning or vote taken at the meeting shall not be affected by any interruption, disruption or distortion to the video conference meeting connection, unless such interruption serves to reduce those remaining present in the meeting, whether in person or otherwise, to below the quorum threshold of the General Meeting.